

FILED DEC 21 '22 PM 2:22 USDCAL5

v22-12-16f

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

CLIFFORD H. STUBBE, *et al.*,

Plaintiffs,

vs.

CIVIL ACTION NO. 22-00339-K

PHH MORTGAGE CORPORATION,

Defendants.

Regarding: Plaintiff's Motion for Clarification, FFCL, by way of Rule 52(a)(1)①, for Denial of Plaintiff's Motion for Reconsideration.

NOTICE – The court administrator is to take judicial notice of the evidence of law herein incorporated.

Plaintiff, by right of man, motions the court to give expanded clarification, point for point, to the following for understanding, and for appealable issues of the record:

1. Did the court recognize that Doc No 19 was missing from the official case file, yet the exhibits were included, thus is evidence that Plaintiff's argument, and evidence of law, was withheld from the record by intention, or by error? Plaintiff asks because the court did not even hint as to giving a written response other than denied to any of Plaintiff's argument. Is it the court's opinion that only the Defendant has meaningful argument opportunity before this court, and Plaintiff does not.
2. Did the court see, review, and take into consideration, the many arguments, and many evidences of law, and EXHIBITS, presented by Plaintiff, as found in court File Document No. 19?
3. Paragraph 5 of Doc No 19, Plaintiff challenges the Defendant as to evidence 'Territorial Jurisdiction' as to land jurisdiction authority to do a United States non-judicial foreclosure in land that is not evidenced as being of 'The United States of America'. Does the court determine that Defendant has authority to merely create a document, that bears no signature of Plaintiff Mr. Stubbe, and take land from the Plaintiff's? Does the court administrator conspire with Defendant as it attempts to foreclose without evidencing a wet-ink note, or any signed agreement, which has been challenged by Plaintiff, Clifford Stubbe, numerous times?
4. It is an undisputed fact that Defendant will likely call upon a United States authority
5. (County@ Sheriff) to aid in removing Plaintiff's off the subject land. And that this court is now denied Plaintiff from meaningful time, and meaningful access, to the court to secure Plaintiff's property rights. The Court is asked to remember that the purpose of government is to "secure man's rights". John Locke wrote; "is to secure and protect the God-given inalienable

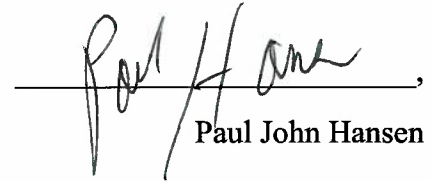
natural rights of the people. John Locke wrote this in his Second Treatise of Government in 1689, which is evidence of American common law, as “in” the subject land owned by the Plaintiff’s. NOTE - Any U.S. administrator that denies man any of his rights is subject to the People’s common law court for damages, which is the highest court of the subject land. Also, such denial is possibly a violation under color of law and is subject to 42USC 241, and 42USC242.

6. Paragraph 8 ii of Doc No 19, What did the court determine as to the Defendant, the foreclosing party, as to evidence the foreclosing party is holding a wet-ink signed note from Stubbe, or will produce the same note claimed, being Stubbe challenges them to produce the signed note as claimed, so that a payment can be presented if such a fact note is operating. Does the court recognize there is no controversy here, being that all the Defendant need do is present the claimed wet-ink note for payment and the court need not be involved, unless then the Plaintiff refuses to pay off the wet-ink signed note?
7. What evidence does the court rely upon that Defendant can evade Plaintiff’s common law right to ‘Quiet Title’ examination, or court opportunity? US courts are established for such rights, no rights of man can be blocked constitutionally. It is unconstitutional to block free man's rights. Is the court administrator blocking these free men’s, these Plaintiff’s rights to use the court to force Defendant’s to evidence foreclosure authority, or collection of their claimed note? Can I get a copy of any judges note and foreclose on it, as a matter of U.S. written law, court rule, or common law? If the Defendant can do it in this case, why can’t Plaintiff do it to the Defendant? Copies of promissory notes, copies of demand checks, federal reserve note dollars, are easy to come by. Can I just buy these copies from anyone and foreclose freely? The People’s common law jury may think otherwise.
8. I suggest that upon the consideration of these questions, that the court consider reconsidering it’s denial for Plaintiff to proceed to Plaintiff’s ‘Quiet Title’ proceedings, so that the Defendant may have opportunity to clear their name, and thus save the need to convene a People’s common law court of the jurisdiction of the subject land.

Words, Terms, Defined:

① Federal Rule of Civil Procedure 52. A. Judgments in Non-Jury Trials. 1. Findings and Conclusions Required in Non-Jury Trials. In bench trials the judge not only makes the legal conclusions but also is the finder of fact. Written findings of fact and conclusions of law are required in all actions tried without a jury, whether or not requested by a party. Rule 52(a)(1). See, e.g., *Traber v. Crawford*, 28 N.C. App. 694, 698–99 (new trial where findings did not cover all issues). 2. Separate Findings of Fact From Conclusions of Law. Findings of fact must be set forth separately from the conclusions of law. Failure to set forth the findings and conclusions separately may be reversible error particularly if the appellate court is unable to determine the trial court’s intent. *Dep’t of Transp. v. Byerly*, 154 N.C. App. 454, 458 (2002); *Pineda-Lopez v. North Carolina Growers Ass’n, Inc.*, 151 N.C. App. 587 (2002).

② County - U.S. Code > Title 1 > Chapter 1 > § 2 The word "county" includes a parish, or any other equivalent subdivision of a State or Territory of the United States. (July 30, 1947, ch. 388, 61 Stat. 633.)


Paul John Hansen

CERTIFICATE OF SERVICE

I hereby certify that on December 16, 2022, I served a copy of the foregoing via - email, fax, and first-class U.S. Mail, postage prepaid, to the following:

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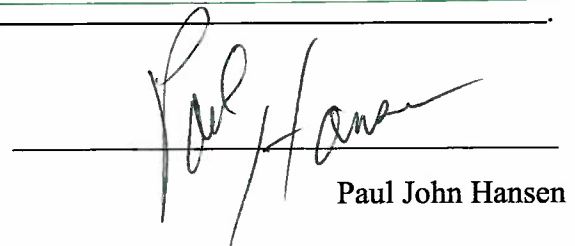
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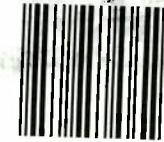
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